

IT Professional Technical Services Master Contract Program T#:902TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota Department of Corrections

Project Title Electronic Health Record Systems (EHR)
Service Category(ies) Project Manager Consulting

Business Need

- **Business and Functional Needs:** The Minnesota Department of Corrections Health Services unit is in need of technical assistance related to the efforts to select and purchase an Electronic Health Record (EHR). The assistance needed is primarily for an experienced consultant in the procurement process. The Health Services unit, which encompasses both Medical and Behavioral Health Services, must define the functional and business needs of the department. The Health Services unit is in need of assistance in defining those functional needs, writing a Request for Proposal, selecting a vendor, and to implement the selected system.
- **Pertinent History:** The EHR Project began in 2009 with the formulation of an EHR Workgroup whose charge was to define the need for an EHR system in the DOC. That initial group produced a report outlining the need and presented it to upper management at DOC. From that, funds were set aside to hire a consulting firm to review our key processes and to further define the business needs of an EHR in our system. DOC has recently formed various workgroups to define our current business processes and to detail the functional needs of our eventual EHR system. The intent is to have the selected consulting vendor participate in this process and to collate the information from the various workgroups for the RFP process.
- **Key Portions of the Business Case:**
 - 1) **Intentions/Value of the Desired Solution:** An expert consultant with experience in the procurement process for EHR systems for large health care organizations is needed in order to ensure the quality of the final product. DOC lacks practical experience in this area and, as this is a large undertaking with substantial cost involved, the need to protect the investment is great.
 - 2) **Focus Statement:** The selected contractor will assist the DOC Health Services unit in defining current business processes, determine functional needs of an EHR most appropriate for DOC, and will assist in all future aspects of product procurement, from writing of the RFP through implementation of the EHR system in DOC.
 - 3) **Stakeholders:**
 - a) Health Services medical and clinical staff
 - b) DOC treatment program staff
 - c) Health Services managers and program directors
 - d) DOC management
 - e) DOC case managers
 - f) Supervising agents
 - g) Other/community health care providers
 - h) Health Services contractors and vendors
 - i) Offenders
 - j) Public

- k) Other government entities
- 4) **Constraints:** All health care organizations in the state are under legislative mandate to have an interoperable EHR in place by January 1, 2015. DOC, as with other state agencies, is under tight budgetary constraints. As previously stated, DOC lacks technical expertise and experience working with the EHR procurement process and is in need of this assistance.
- 5) **Context – identifies the expectations and boundaries of this SOW:** It is expected that the selected vendor will provide expertise and practical experience in assisting the DOC Health Services unit in defining and mapping current practices across Health Services and to detail the functional needs required in an EHR that will assist in those practices. Selected vendor will write the RFP, assist in the selection of product vendor, and will be involved in every other step and aspect of the project, either directly or indirectly, through the duration of the contract.
- **Explain how the project fits into the enterprise/agency strategic direction or plan:**
The Minnesota Department of Corrections (MNDOC) currently houses approximately 9,600 offenders in ten correctional facilities statewide. Public safety is a large part of the MNDOC mission. The Health Services Unit, which encompasses medical services and behavioral health services, has a constitutional and statutory obligation to provide health care, including psychological services, to the offender population. Additionally, the MNDOC under statutory authority has established and maintains treatment programs for chemically dependent offenders and high risk sex offenders.

Project Deliverables

- **Desired system features:** Yet to be determined. Full function inter-operable EHR system. Project consultant must have familiarity with the EHR procurement process for large, multi-site, multi-program health care operations. Familiarity with the delivery of health care and behavioral health programming in a correctional setting is desired.
- **Specific deliverables required:**
 - Defined business practices
 - Functional needs of EHR system to match business needs
 - RFP
 - Selection of Vendor
 - Assist in writing and approving the terms of the contract with selected vendor
 - As time allows, assist in development of selected system, working closely with selected vendor to develop and customize EHR to DOC business practice.

Project Milestones and Schedule

- Project Start Date: April 23, 2012
- Key deliverable dates: To be determined
- End Date: June 30, 2013

Project Environment (State Resources)

- **Staff descriptions:**
 - a) **Number of people on the project:** Approximately 65-70 clinical staff from across Health Services
 - b) **Project Manager Name:** Jeff Spies, State Program Admin Manager (BHS Project Manager)
 - c) **Basic organizational structure (organizational chart) of the project:** See attached
 - d) **Staff proficiency levels and experience (with methodology, tools, etc.):** Staff involved are content experts in their areas of work. To varying degrees, all staff are familiar with process mapping and process improvement. Project Manager, and key members of the project team, have had formal training in process improvement and have participated in various project improvement initiatives in the DOC.
- Must adhere to State, National, and DOC standards for IT support structures.

Agency Project Requirements

Describe any agency implementation requirements, such as:

- **Locations where the system might be implemented:** DOC operates 11 correctional facilities. Health/Medical Services exist at all facilities. In addition, Behavioral Health Services in the form of mental health treatment, chemical dependency treatment, and sex offender treatment are operated at selected facilities. Deployment of any EHR will, by necessity, need to occur across the system.
- **Training of staff:** Staff training will be a key component of the strategy once the system is deployed. However, staff training will be minimal during the initial phases of this project.
- **Any ongoing hardware/software, maintenance and warranty needs:** This will be determined once the product has been selected.
- **Compliance with the Statewide Enterprise Architecture (EA):** Purchased EHR is expected to conform to the EA standards.
- **Compliance with Statewide Project Management (PM) Methodology:** Selected vendor is expected to follow State agency PM Standards.
- **Compliance with applicable industry/agency standards:** Must adhere to applicable world, national, state, and agency standards.

Responsibilities Expected of the Selected Vendor

Address expectations such as:

- **Vendor staffing:** Utilize staffing cost efficiencies and sufficiently to produce the deliverables as stated in the SOW.
- **Project Documentation:** Various written progress summaries (monthly, quarterly, as needed) – Request for Proposal
- **Project management responsibilities:**
 - Oversee work of project teams
 - Direct work of consultant
 - Manage budget for the project
 - Act as liaison between project consultant and Health Services Management
 - Provide overall direction to the project
- **Providing training/ knowledge transfer:** Mainly in the form of reports and updates to management and to program staff participating in the project. Minimal training will be required from the vendor.
- **Testing and acceptance criteria:** None expected
- **Warranty requirement:** None expected
- **Work plan:** It is expected that the selected vendor will update the project timeline and develop a work plan for various stages of this project and for the project as a whole. Working with the Project Manager and Health Services managers, the consultant will define the work to be done, addressing and identifying benchmarks with timelines, and updating or modifying the plan as progress occurs or as circumstances change.

Required Skills

Required minimum qualifications

Master Contract resource type(s)/ categories

- Minimum three (3) years experience as a project manager and/or business analyst familiar with process mapping and process improvement and has formal training in process improvement and has participated in various project improvement initiatives.
- Business Analyst
- Project Management

Desired Skills

Master Contract resource type(s)/ categories

- Re-engineering Analyst
- Risk Assessment Analyst
- E-Business Specialist - Business Integration, Middleware
- Business Modeling
- Quality Assurance

- Experience in writing RFP's related to electronic healthcare recording (EHR) systems
- Knowledge of state and federal requirements related to electronic health records (EHR)
- Knowledge related to a correctional environment and correctional record keeping systems

Process Schedule

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| • Deadline for Questions | 02/27/2012, Time: 2:30pm, Central Standard Time |
| • Anticipated Posted Response to Questions | 02/29/2012, Time: 2:30pm, Central Standard Time |
| • Proposals due | 03/7/2012, Time: 2:30pm, Central Standard Time |
| • Anticipated proposal evaluation begins | 03/12/2012, Time: 2:30pm, Central Daylight Time |
| • Anticipated proposal evaluation & decision | 03/23/2012, Time: 2:30pm, Central Daylight Time |

The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later. The term of this contract is anticipated to run from **April 23, 2012 to June 30, 2013, with the option to extend an additional 1 year as determined by the State.**

Responders may propose additional tasks or activities if they will substantially improve the results of the project. These items must be separated from the required items on the cost proposal.

This statement of work does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest.

Questions

Questions regarding this SOW should be submitted in writing (via email) to the contact person listed below. All questions must be received by 2:30pm, Central Standard Time, **February 27, 2012.**

All questions and answers will be posted on the Office of Enterprise Technology website by approximately **2:30pm, Central Standard Time, February 29, 2012.**
(http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html).

Prospective responders who have any questions regarding this SOW may contact by email:

David Barker, Management Analyst 3
Department of Corrections, Health Services Unit
Email address: **david.barker@state.mn.us**

Other personnel are **NOT** authorized to discuss this request for proposal with responders, before the proposal submission deadline. Contact regarding this SOW with any personnel not listed above could result in disqualification.

Response Requirements

Proposal Content

Responders must submit the following information:

1. A transmittal letter must accompany the proposal. The letter must be in the form of a standard business letter and be signed, in ink, by an individual authorized to legally bind the vendor. It must include:
 - A. A statement indicating the vendor is an individual, a partnership, a group of individuals, a corporation or other legal entity that is authorized to provide the services set forth in the vendor's proposal. Evidence of current license(s), if any, must accompany the proposal;
 - B. Vendor's rates must be guaranteed for the life of the contract. The vendor may propose alternatives to the requested rate guarantee, provided they are proposed in addition to the basic rate guarantee requirement and are accompanied by a rationale that would demonstrate an advantage to the State of the alternative(s).

- C. A statement identifying those individuals who were involved with the preparation of the proposal;
 - D. A statement of acceptance of, or exception to, the terms and conditions stated in this SOW. Any suggestions for alternative language must be indicated on a document entitled, "Exceptions to Terms and Conditions," which must be attached to the vendor's proposal. DOC is under no obligation to accept working changes submitted by the vendor;
 - E. A statement identifying all addenda to this SOW issued by DOC and received by the vendor (if no addenda have been received, a statement to that effect must be included);
 - F. A statement that the vendor has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities;
 - G. A statement certifying that, in connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication or agreement, for the purpose of restriction of competition, as to any other vendor or with any competitor; and that unless otherwise required by law, the prices quoted have not been knowingly disclosed by the vendor prior to award, either directly or indirectly, to any other vendor or competitor;
 - H. A statement certifying that no personnel currently employed by or under personal contract to DOC, or any other state agency, participated, either directly or indirectly, in any activities related to the preparation of the vendor's proposal;
 - I. A statement that each person signing this proposal certifies that she/he is the person in the vendor's organization responsible for, or authorized to make decisions as to the prices quoted in the cost proposal and that she/he has not participated and will not participate in any action contrary to those stated above; and
 - J. A statement that no attempt has been made or will be made by the vendor to induce any person or firm to submit or not submit a proposal. Each responder must complete the attached Affidavit of Non-collusion and include it with the response.
2. Provide a description of how the vendor intends to deliver and perform the services and tasks as specified in the Responsibilities Expected of the Selected Vendor section of this SOW.
 3. Provide an organizational chart and the résumé(s) of the specific personnel assigned to work with DOC as part of the contract. The department is seeking individuals who have a background in working in a correctional setting and who have a minimum of three years' experience in performance of the Responsibilities Expected of the Selected Vendor section of this SOW.

Provide a list of at least three references to contact about the vendor's experience related to the duties requested in this contract. The State's contract manager or director must approve all changes to personnel assigned to the contract.

4. Cost detail. Cost proposals should include an hourly rate and estimate of hours for providing the services stated in this SOW. If the cost proposal involves a team of consultants then an hourly rate and estimate of hours should be provided for each level of qualified categories such as principal, senior consultant, junior consultant, and admin support. Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the firm's name. For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.

Proposals will be evaluated on "best value" as specified below. The cost proposal will not be opened by the review committee until after the qualifications points are awarded.

5. Conflict of interest statement as it relates to this project.

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this statement of work. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

6. Submit the following forms:
 - A. Affidavit of Non Collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - B. Certificate Regarding Lobbying (if proposal exceeds \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
 - C. Affirmative Action Certification (if proposal exceeds \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - D. Veterans Preference Form (if applicable)
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Proposal Submission

All proposals must be sent to:

David Barker, Management Analyst 3
Department of Corrections Health Services
1450 Energy Park Drive, Suite 200
St. Paul, MN 55108-5219

All proposals must be received not later than 2:30 p.m., Central Standard Time, March 7, 2012, as indicated by notation made by the Receptionist, 2nd floor, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108.

Late proposals will not be considered.

All costs incurred in responding to this SOW will be borne by the responder.

Fax and e-mail responses will not be considered.

Submit one original plus six copies of the proposal. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address written on the outside. Each must be signed in ink by an authorized member of the firm.

Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the firm's name. For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.

Proposals will be evaluated on "best value" as specified below. The cost proposal will not be opened by the review committee until after the qualifications points are awarded.

The department has estimated that the cost of this contract should **not exceed \$200,000**. Price will be a significant factor in the evaluation of proposals.

Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of the Department of Corrections. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. The State reserves the right to seek best and final offers from one or more responders. A 1000-point will be used to create the final evaluation recommendation.

Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

1. Proposals must be received on or before the due date and time specified in this solicitation.

Evaluation Factors (Scored based on percentage or points as indicated)

All responses received by the deadline will be evaluated by representatives of the Department of Corrections. In some instances, an interview may be part of the evaluation process. A 1000-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

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| 1. Transmittal Letter and Expressed understanding of project objectives | 10% |
| 2. Deliverables (Responsibilities Expected of the Selected Vendor) | 20% |
| 3. Qualifications/experience of personnel | 35% |
| 4. Cost detail | 30% |
| 5. Extent to which services will be performed within the U.S. or by a WTO country company within its own borders | 5%** |

It is anticipated that the evaluation and selection will be completed by **March 23, 2012**.

****Note:** For procurements exceeding \$554,000, member countries of the World Trade Organization's Government Procurement Agreement must be treated on the same basis as U.S. companies under the terms of the treaty. A reference sheet including a list of current members is available at:
<http://www.mmd.admin.state.mn.us/Doc/OutsourcingEvalSheet.doc>

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability/Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or

3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this statement of work. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.